

EDWARD P. PERRIN, JR.

Shareholder
D 214.922.4132 F 214.922.4142
eperrin@hallettperrin.com

March 31, 2021

PLAINTIFF'S
EXHIBIT

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VIA EMAIL: Jason@FreemanLaw.com

Mr. Jason B. Freeman
Freeman Law
7011 Main Street
Frisco, Texas 75034

**Re: Events of Default and Exercise of Right to 59% Membership Interest in
ACET Global, LLC by ACET Venture Partners LLC**

Dear Mr. Freeman:

This letter is in response to your letter dated March 30, 2021, regarding the exercise of the purported right of D&T Partners, LLC to effect the transfer of 59% of the Membership Interests of ACET Global, LLC into its name (the "Letter") under the terms of the Agreement.¹

The Letter fails in several respects under the terms of the Agreement, not the least of which is the fundamental error about what was pledged by Baymark ACET Holdco, LLC under the terms of the Agreement. Thus, the Letter and its requests are ineffectual and create no obligation on the part of either Baymark ACET Holdco, LLC or ACET Global, LLC to facilitate such request for transfer.

Therefore, no further action is appropriate or required with respect to the requests made in the Letter, including any and all transfers of the Membership Interest and any and all amendments to the Company Agreement of ACET Global, LLC.

Yours truly,



Edward P. Perrin, Jr.

EPP/vcj

cc: Brenda Hard-Wilson (via email)

¹ All capitalized terms found herein but not otherwise defined shall have the meaning set forth in the July 20, 2017 Security Agreement between Baymark ACET Holdco, LLL and ACET Venture Partners, LLC and the documents referenced therein.